# NOTICE OF PROPOSED CLASS SETTLEMENT

If you own or owned any one of the following LG Refrigerators (the **Covered Models**), you may benefit from a class action settlement:

| Covered Models |            |            |            |            |            |            |            |  |  |
|----------------|------------|------------|------------|------------|------------|------------|------------|--|--|
| LBNC15241*     | LDCS24223* |            | LFCS25663* | LFCS28768* | LFCS31626* |            | LFX25978*  |  |  |
| LFXS28566*     | LFXS28968* |            | LFXS30796* | LFXS32766* | LMX28988*  |            | LMXC23746  |  |  |
| LMXC23796*     | LMXS28626* |            | LMXS30776* | LMXS30796* | LPXS30866* |            | LRFXS2503* |  |  |
| LRMNC1813*     |            | LSFXC2476* |            | LSFXC2496* |            | UPFXC2466* |            |  |  |

<sup>\*</sup>The asterisk next to each Covered Model number indicates the colour suffix that attach to a model number.

# THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THIS NOTICE CAREFULLY.

- The purpose of this notice is to inform you of a proposed settlement in *Prins v. LG Electronics Canada, Inc.*, Ontario Superior Court of Justice, Court File No. CV-21-00000810-CP (the **Action**)
- This lawsuit alleges that certain LG Refrigerators suffer from a defect that can cause them to stop cooling. The term **No-Cooling Event** in this notice means any event when your LG Refrigerator failed to maintain temperature levels necessary to preserve food, beverages, medicine, or other perishables. None of the allegations against the Defendant have been proven and LG Electronics Canada, Inc. (**LG Canada**) has not been found liable for any of the claims raised in this lawsuit. The parties have instead proposed a settlement in order to avoid lengthy litigation (the **Settlement**).
- Canadian residents who purchased from LG Canada or an authorized retailer, other than for
  resale, a Covered Model of LG Refrigerator are each known as Settlement Class Members
  and are collectively the Settlement Class. Settlement Class Members may be entitled to
  compensation if they submit a valid and timely claim that is approved pursuant to the review
  process described in this notice and approved by the Court.
- Please note that payments will be made for approved claims only if the Court grants approval of the Settlement and the Settlement becomes effective. The date and time of the Settlement Approval Hearing is subject to modification by the Court so check <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a> for updates.

#### **Potential Settlement Benefits:**

Under the Settlement, you may be eligible for compensation if you are a member of the Settlement Class (Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator and are not excluded from the Settlement Class), if your LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, and if:

- a) you paid for parts or labour to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can receive up to \$150 in compensation without documentation to support a claim and can receive further compensation if you provide documentation.

# **Settlement Approval Hearing:**

The Settlement must be approved by the Court to become effective. The approval hearing will take place on March 6, 2024 at 10:00 am EST by video conference, before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the settlement approval hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

### Your Legal Rights and Options:

- **Participate** in the Settlement, if approved by the Court, and submit a claim for eligible benefits. If you wish to participate, you are not required to do anything until after the Settlement is approved.
- **Object** to the Settlement before the Courts consider whether to approve it and attend an approval hearing to present that objection.
- Exclude yourself from the Settlement (**Opt-Out**), in which case, you will <u>not</u> be eligible to receive any benefits. The period to exclude yourself from the Settlement will commence following the Settlement Approval Hearing, if the Settlement is approved by the Court.

To object to the Settlement, you must submit the request in writing by mail, courier, or email to the Settlement Administrator by **January 22, 2024**.

• These rights and options—and the deadlines to exercise them—are explained in this notice.

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#### **BASIC INFORMATION**

# 1. Why did I get this notice of Proposed Class Action Settlement?

This notice has been provided to Settlement Class Members, meaning Canadian residents who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model produced between January 30, 2014 and the date of certification for settlement purposes. The list of Covered models included within the Settlement appears in response to Question 4. If you purchased a Covered Model and experienced a No-Cooling Event within two years of your purchase of a Covered Model, you may be eligible to receive a cash payment if you submit a claim to the Settlement Administrator.

The Court overseeing this case authorized this notice because Settlement Class Members have the right to know about a class action settlement affecting their rights. This notice explains the Settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

You should read this entire notice.

### 2. What is this lawsuit about?

The individual who filed this lawsuit is referred to as the **Representative Plaintiff**, and the company they sued, LG Canada is called the **Defendant** (the Representative Plaintiffs and the Defendant are, together, the **Parties**). The Representative Plaintiff alleges that certain LG Refrigerators suffer from a defect that can cause them to stop cooling. LG Canada denies the Plaintiff's claims. None of the allegations against the Defendant have been proven and LG Canada has not been found liable for any of the claims raised in this lawsuit. Both parties have agreed to this Settlement and the terms of the Settlement are summarized in this notice. You can read the Settlement Agreement at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>.

Approval of the Settlement is being sought in the Ontario Superior Court of Justice (the Court).

## 3. Why is there a settlement?

The parties have agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Settlement Class Members can receive the payments and other benefits outlined in this notice without the delay and uncertainty of trial. The Settlement does not mean that the Defendant broke any laws or did anything wrong, and the Court did not decide which side was right.

The Parties entered into a Settlement Agreement. The Representative Plaintiff and the lawyers representing them (called **Class Counsel**) believe that the Settlement is in the best interests of the Settlement Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits describe in greater detail the rights and obligations of all the parties and are available at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>. If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

### WHO IS IN THE SETTLEMENT?

# 4. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are a Canadian resident who purchased from LG Canada or an authorized retailer, other than for resale, a Covered Model of LG Refrigerator produced between January 30, 2014 and the date this Action is certified for settlement purposes. Some exceptions apply (see section 5).

The Covered Models of LG Refrigerators are listed below. This list is also available at https://refrigeratorsettlement.ca.

| Covered Models |            |            |            |  |            |               |            |            |  |
|----------------|------------|------------|------------|--|------------|---------------|------------|------------|--|
| LBNC15241*     | LDCS24223* |            | LFCS25663* |  | LFCS28768* | 8* LFCS31626* |            | LFX25978*  |  |
| LFXS28566*     | LFXS28968* |            | LFXS30796* |  | LFXS32766* | LMX28988*     |            | LMXC23746  |  |
| LMXC23796*     | LMXS28626* |            | LMXS30776* |  | LMXS30796* | LPXS30866*    |            | LRFXS2503* |  |
| LRMNC1813*     |            | LSFXC2476* |            |  | LSFXC2496* |               | UPFXC2466* |            |  |

<sup>\*</sup> The asterisk next to each Covered Model number indicates the colour suffix that attach to a model number.

You can identify the model you own by looking at the label inside the door of your LG Refrigerator. Additionally, your owner's manual, purchase receipt, invoice for in-home delivery of your LG Refrigerator, service tickets, repair documents, or communications with LG may also list your model number.

### 5. Who is excluded from the Settlement?

The Settlement does not apply to anyone who is not a Settlement Class Member, including Excluded Persons. Excluded Persons are:

- the Defendant, and its directors, officers and employees;
- persons who validly opt out of the Settlement;
- persons who previously resolved and/or released their claims in an individual settlement with the Defendant with respect to the issues raised in the Action; and
- Class Counsel and the presiding judge in the Action.

### **6.** What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing the Settlement Administrator at <u>info@refrigeratorsettlement.ca</u> or calling the Settlement Administrator at **1-833-971-2393** for more information.

### SETTLEMENT BENEFITS - WHAT YOU GET

# 7. What does the Settlement provide?

LG has agreed to pay substantial cash payments to Settlement Class Members who experienced one or more No-Cooling Events within two years of purchase of a Covered Model.

If your Covered Model of LG Refrigerator experienced a No-Cooling Event within two (2) years of purchase, you can receive cash payments under the Settlement if:

- a) you paid for parts or labour to have your LG Refrigerator repaired;
- b) you had multiple repairs;
- c) you had delayed repairs;
- d) you suffered property loss or property damage including any flooring damage, spoiled food, beverages, medicine, or other perishables attributable to a No-Cooling Event with your LG Refrigerator; and/or
- e) you disposed of or replaced your LG Refrigerator because of a No-Cooling Event.

You can support your claim with only a statement under oath (in which case you will receive **up** to \$150 depending on the information supplied on your claim) **OR** you can support your claim with additional proof (in which case you may be eligible to receive greater cash payments). Proof may include receipts, invoices, photographs, payment card records, inspection records, insurance records, or other reasonable documentary proof. A claim based upon your replacement of your LG Refrigerator attributable to a No-Cooling Event must be supported by proof.

If you have previously received payments from LG Canada, or its retailers, insurers, or an Authorized Repair Service Provider, for the same No-Cooling Event(s) for which you seek to recover through the claim form, the Settlement Administrator will subtract such previous payments from the total payments to be paid to you under this Settlement.

### **SUMMARY OF RECOVERABLE AMOUNTS**

<u>Default Payment</u>: You can make a claim with only a statement under oath and upon verifyign your Purchase Information without additional proof. You will be eligible for the following cash payments:

- \$50 for out-of-pocket labour costs for repairs; and/or
- Up to \$100 for property loss (such as food/beverage spoilage or other property damage)
- Total Possible Cash Payment Without Proof: Up to \$150.00

<u>Alternative Payment</u>: If you submit a claim form with additional proof, meaning receipts, invoices, photographs, payment card records, inspection records, insurance records, or other reasonable documentary proof, you will be eligible for a larger cash payment, including the following:

- <u>Labour Costs</u>. Up to \$259 for labour costs incurred in connection with repairs following a No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator.
- <u>Delayed Repairs</u>. Up to \$700 for delayed repairs by a Directly-Managed Mobile Service Technician under the supervision of LG Canada (a **DMST**) or a third-party repair service provider, including a retailer or a dealer, who is authorized by LG Canada to repair LG Canada products but is not under the direct supervision of LG Canada (an **Authorized Repair Service Provider** or **ARSP**) (a list of Authorized Repair Service Providers can be found at <a href="https://www.lg.com/ca\_en/support/find-service-center">https://www.lg.com/ca\_en/support/find-service-center</a> or by visiting <a href="https://refrigeratorsettlement.ca">https://www.lg.com/ca\_en/support/find-service-center</a> or by visiting <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>) following each No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof. Payments for delayed repairs will be calculated as follows: if the repairs were delayed by ten (10) days (with the initial call receipt date and service date excluded from the count), the payment will be \$100, and will increase by \$10 per day (until but not including the service date) up to 30 days; and by \$15 per day for each day thereafter (until but not including the service date) up to a maximum amount of \$700; provided, however, that any delay attributable to a Non-LG Cause, upon verification, shall be excluded from this calculation.
- Multiple Repairs. Up to \$1000 for experiencing two (2) or more unsuccessful repairs by a DMST or ARSP following a No-Cooling Event, as reflected in LG Canada's records or as shown by submitted proof. Payment for unsuccessful repairs will be calculated as follows: if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and another No-Cooling Event subsequently occurs within three (3) years after the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$100; if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and two (2) additional No-Cooling Events occur within three (3) years after the date of the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$300; and if a No-Cooling Event occurs within two (2) years after the date of the purchase of your LG Refrigerator, and three (3) additional No-Cooling Events occur within three (3) years after the date of the date of the purchase of your LG Refrigerator, as reflected in LG Canada's records or as shown by submitted proof, the payment will be \$1000. No-Cooling Events attributable to a Non-LG Cause, upon verification, shall not be eligible for relief.
- <u>Property Loss</u>. Up to \$2,500 for property loss or damage (including the value of any flooring, spoiled food/beverages/medicines/perishables attributable to a No-Cooling Event with your LG Refrigerator).
- Replacement of LG Refrigerator. \$650 if your LG Refrigerator was disposed of or replaced following a No-Cooling Event that occurred within two (2) years after the date of the purchase of your LG Refrigerator. This payment will preclude recovery of any other

- Alternative Payment or Default Payment, other than a Property Loss Payment or a Default Payment for Property Loss.
- Payment for Parts. Up to full reimbursement for payments for the replacement of any part related to the cooling system of your LG Refrigerator (*i.e.*, a compressor, condenser, connection tube, drier, and evaporator) following a No-Cooling Event that occurred within two (2) years after the date of the purchase of the LG Refrigerator at issue. This payment is available on top of a Default Payment and/or an Alternative Payment.

To receive the maximum recovery available to you under the Settlement, you must support your claim with receipts, invoices, photographs, payment card records, inspection records, insurance records, or any other available proof.

For information on how to submit a claim, please refer to Question 8 below and the Settlement Website, <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>.

### HOW YOU GET A REIMBURSEMENT – SUBMITTING A CLAIM FORM

### 8. How do I make a claim?

The claims process has not yet begun. If the Settlement is approved by the Court at the Settlement Approval Hearing being held on March 6, 2024, you must complete and submit a valid and timely claim in order to be eligible to receive a cash payment. Your claim and supporting documentation may be submitted:

- (a) online at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a> by following the instructions on how to submit a claim;
- (b) by email to the Settlement Administrator using the email address: info@refrigeratorsettlement.ca; or
- (c) by mail to the Settlement Administrator using the address: LG Refrigerators Settlement in Canada Administrator c/o Epiq Class Action Services Canada Inc., PO Box 507 STN B, Ottawa ON K1P 5P6.

You can contact the Settlement Administrator to request a claim form by telephone at 1-833-971-2393, email at <u>info@refrigeratorsettlement.ca</u>, or mail at LG Refrigerators Settlement in Canada Administrator c/o Epiq Class Action Services Canada Inc., PO Box 507 STN B, Ottawa ON K1P 5P6.

Please keep a copy of your completed Claim Form and all documentation you submit for your own records. The materials you submit will not be returned to you.

If you fail to submit a Claim Form and/or any supporting documentation by the required deadline, you will not get paid. Sending in a Claim Form late will be the same as doing nothing.

# 9. When would I get my reimbursement?

In general, valid claims will be paid as they are approved after the date of the Court order giving final approval to the Settlement if there are no appeals (the **Effective Date**). If there are appeals, the date will be later. When the date becomes known it will be posted at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>.

The Settlement must be approved by the Court to become effective. The Settlement Approval Hearings will take place on March 6, 2024 at 10:00 am EST by video conference, before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

See Question 19 for further information about the Settlement Approval Hearings.

The Settlement Approval Hearing may be rescheduled without further notice. To obtain updated scheduling information, see the settlement website at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>.

You may continue to check on the progress of the Settlement by visiting the website <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>, or calling 1-833-971-2393.

### 10. Who will review my claim?

Epiq Class Action Services Canada, Inc. (**Epiq Services**) has been appointed by the Court to administer the Settlement and the claims process. Once you submit a claim, it will be reviewed by the Settlement Administrator and if the claim is valid, the Settlement Administrator will send you the settlement reimbursement directly.

### 11. What if my claim is found to be deficient?

If a claim is found to be deficient and is rejected during the review process by the Settlement Administrator, the Settlement Class Member will be notified of the deficiency. The Settlement Class Member will then have an opportunity to remedy the deficiency within 25 days of the notice.

# 12. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself in writing as described in the answer to Question 13, you will be part of the Settlement Class if the Settlement is approved. That means that you can't sue, continue to sue, or be part of any other lawsuit against LG Canada or other related entities or individuals (listed in the Settlement Agreement, which you can view at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>) about the legal issues in this case relating to the Covered Models of LG Refrigerators. It also means that all of the Court's orders will apply to you and legally bind you.

If you have any questions about the scope of the legal claims you give up by staying in the Settlement Class, you may view Section 8 of the Settlement Agreement (available at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>) or you can contact the lawyers representing the Settlement Class for free:

Matthew D. Baer

# Mckenzie Lake Lawyers LLP

140 Fullarton Street, Suite 1800 London, ON N6A 5P2

E-mail: matt.baer@mckenzielake.com

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to sue LG Canada on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself or opting out of the Settlement Class.

# 13. How do I get out of the Settlement?

### The period to exclude yourself or opt-out of the Settlement Class has not yet begun.

If the Settlement is approved by the Court at the Settlement Approval Hearing being held on **March 6, 2024**, you will then have the option to exclude yourself or opt-out of the Settlement Class. The deadline to exclude yourself or opt-out of the Settlement Class will be announced as part of the approval of the Settlement, if it is approved.

To exclude yourself from the Settlement, you will be required to submit an Opt-Out Form that will be available at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>. You will be required to deliver the completed Opt-Out Form by mail or courier to Epiq Services at LG Refrigerators Settlement in Canada Administrator c/o Epiq Class Action Services Canada Inc., PO Box 507 STN B, Ottawa ON K1P 5P6, or by email at <a href="mailto:info@refrigeratorsettlement.ca">info@refrigeratorsettlement.ca</a>.

If you exclude yourself or opt-out of the Settlement Class, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders or judgments in the Action; and you will keep the right to sue on your claims at your own expense.

### 14. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself (opt-out), you give up the right to sue LG Canada, and other related entities or individuals for the claims that this Settlement resolves.

If you have a pending lawsuit against LG Canada, or other related entities or individuals, speak to your lawser in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit if it concerns the same legal issues in this case.

The deadline to exclude yourself or opt-out of the Settlement Class will be announced as part of the approval of the Settlement, if it is approved.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, you will be eligible for the settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Defendant over the issues in this lawsuit.

### THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

The law firm representing all Settlement Class Members is listed below.

Matthew D. Baer

Mckenzie Lake Lawyers LLP 140 Fullarton Street, Suite 1800 London, ON N6A 5P2

E-mail: matt.baer@mckenzielake.com

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own cost.

### 16. How will the lawyers representing the Settlement Class be paid?

Class Counsel will ask the Court for approval of the payment of their fees and other expenses by the Defendant. It will be up to the Courts to approve or determine the amount that the Defendant will be ordered to pay for those fees and expenses. The Court may award less than the amounts requested by Class Counsel. These amounts will not come out of the funds for payments to Settlement Class Members. You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>.

The Defendants will also separately pay the costs to administer the Settlement. The payment of settlement administration costs will not come out of the funds for payments to Settlement Class Members.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it.

### 17. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

If you want to object to the Settlement, you must do so in writing. You may also appear at the Settlement Approval Hearing, either in person or through your own legal counsel, at your own expense.

To object, you must deliver a signed written objection to the Settlement Administrator, Epiq Services, by mail or courier at LG Refrigerators Settlement in Canada Administrator c/o Epiq Class Action Services Canada Inc., PO Box 507 STN B, Ottawa ON K1P 5P6, or by email at info@refrigeratorsettlement.ca. Your signed objection must include the following:

- 1) your full name, mailing address, telephone number, and e-mail address (if applicable);
- 2) the serial number, model number and purchase date of your LG Refrigerator;
- a brief statement of the nature of and reason for the objection to this Settlement Agreement, including all factual and legal grounds for the objection, as applicable;
- 4) whether you intend to appear in person/by videoconference, if available, or through counsel at the Settlement Approval Hearing, and if appearing by counsel, the name, address, telephone number, and e-mail address of counsel; and
- 5) your signature.

Objections must be sent by mail, courier, or e-mail to the above addresses on or before **January** 22, 2024. Objections submitted after this date will not be considered.

Should you wish to speak at a Settlement Approval Hearing, you must indicate your wish to do so in your written objection. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself. If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Settlement Approval Hearing.

# 18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. You will have the opportunity to exclude yourself or opt-out of the Settlement Class following the Settlement Approval Hearing, if the Settlement is approved by the Court.

### THE SETTLEMENT APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

# 19. When and where will the Court decide whether to approve the Settlement?

The Settlement Approval Hearing will take place on March 6, 2024 at 10:00 am EST by video conference, before the following Court:

Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario

The legal fees to Class Counsel may also be approved at the settlement approval hearing, but those amounts will be paid separately and will not reduce the settlement benefits.

The videoconference access code will be posted on <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a> a few days prior to the hearing date.

At the Settlement Approval Hearing, the Courts will consider whether the Settlement is fair, reasonable, and in the best interests of the class. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The Settlement Approval Hearing may be rescheduled without further notice to you, so it is recommended you periodically check <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a> for updated information.

### 20. Do I have to come to the Settlement Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

#### IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you do nothing, you will receive no payments from this Settlement. You must submit a valid and timely Claim Form in order to be eligible to receive payments under the Settlement.

Unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against LG Canada, or other related entities or individuals about the legal issues in this case.

### **GETTING MORE INFORMATION**

### 22. Are there more details about the Settlement?

Yes. This notice summarizes the proposed Settlement. More details are set forth in the Settlement Agreement, which you can view at <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>.

Neither the Defendants nor the Representative Plaintiffs make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

## 23. How do I get more information?

You can call 1-833-971-2393 toll free or visit <a href="https://refrigeratorsettlement.ca">https://refrigeratorsettlement.ca</a>, where you will find information and documents about the Settlement, a Claim Form, plus other information. You may also contact Class Counsel listed in response to Question 15.